

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

MARC E. OLIVER, d/b/a GULF COAST :  
ENVIRONMENTAL AND RECOVERY,  
And T.M. JEMISON CONSTRUCTION :  
CO. INC. d/b/a JEMISON MARINE, INC., :  
Plaintiffs, : CA 11-0223-KD-C

MIDSOUTH BANK, N.A., :  
Plaintiff/Counter-Defendant : IN ADMIRALTY  
In Personam and In Rem

vs. :

M/V BARBARY COAST, her engines,  
tackle, furniture, and appurtenances, etc., :  
In Rem, and RODD CAIRNS, an  
individual, and ATCHAFALAYA MARINE,:  
LLC, In personam,  
Defendants/Counter-Plaintiffs/  
Third-Party Plaintiffs, :

vs. :

EAGLE RIVER TOWING, L.L.C., p/k/a/or  
a/k/a EAGLE INLAND TOWING, :  
NATIONAL UNION FIRE INSURANCE  
COMPANY OF PITTSBURGH, PA, :  
LOUISIANA LIMESTONE & LOGISTICS,  
L.L.C., and CURTIS BUFORD,  
Third-Party Defendants. :

**ORDER**

This matter is before the Court on Plaintiff T.M. Jemison Construction Co., Inc., d/b/a Jemison Marine, Inc.'s Motion to Dismiss With Prejudice, as amended, on the grounds that its claims "have been resolved in full and final settlement and satisfaction, with said Plaintiff to bear its own costs[]" and that its motion "was submitted with the

consent of all parties.” (Docs. 151, 153). In light of Plaintiff’s representation that the motion is filed with the consent of all parties, there is no longer a need to provide for the filing of any opposition to said motion and thus, Plaintiff T.M. Jemison Construction Co., Inc., d/b/a Jemison Marine, Inc.’s Motion to Dismiss all of its claims with prejudice (as amended) (Docs. 151, 153) is due to be **GRANTED**. Accordingly, it is **ORDERED** that Plaintiff T.M. Jemison Construction Co., Inc., d/b/a Jemison Marine, Inc.’s claims in this case are hereby **DISMISSED WITH PREJUDICE**. Plaintiff to bear its own costs

**DONE and ORDERED** this the 17<sup>th</sup> day of **November 2011**.

/s/ Kristi K. DuBose

**KRISTI K. DuBOSE**

**UNITED STATES DISTRICT JUDGE**